

**Before the
Federal Communications Commission
Washington, DC 20554**

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| In the Matter of |) | |
| |) | |
| Petition of Telcordia Technologies, Inc. to |) | WC Docket No. 09-109 |
| Reform or Strike Amendment 70, to Institute |) | |
| Competitive Bidding for Number Portability |) | |
| Administration and to End the NAPM LLC's |) | |
| Interim Role in Number Portability |) | |
| Administration Contract |) | |
| |) | |
| Telephone Number Portability |) | CC Docket No. 95-116 |

**OBJECTION TO DISCLOSURE OF CONFIDENTIAL
AND HIGHLY CONFIDENTIAL INFORMATION**

Neustar, Inc. ("Neustar"), pursuant to the *Revised Protective Order* issued in the above-captioned proceedings,¹ hereby objects to the disclosure of Neustar's Confidential and Highly Confidential Information to Dr. Eric W. Burger.²

Neustar objects to the disclosure of its Confidential and Highly Confidential Information to Dr. Burger because his evaluation of Neustar's proposal and its merits relative to Ericsson's proposal will require him to draw on and to reveal confidential information concerning technical

¹ See *Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration and to End the NAPM LLC's Interim Role in Number Portability Administration Contract, Telephone Number Portability, Revised Protective Order*, DA 14-881 (rel. June 25, 2014) ("*Revised Protective Order*"). Confidential and Highly Confidential Information have the meaning ascribed to them in the *Revised Protective Order*.

² A copy of the signed Acknowledgement of Confidentiality by Dr. Eric W. Burger dated July 23, 2014 ("Burger Acknowledgement") is attached in Exhibit 1. Dr. Burger did not disclose his position or firm, as required by the Acknowledgement of Confidentiality, and the associated transmittal letter merely identifies him as an outside consultant for Ericsson's Telcordia Technologies, Inc. ("Ericsson"). For that reason alone, the acknowledgement is defective and Dr. Burger's request for access to highly confidential and confidential information should not be considered until a corrected acknowledgement is submitted. (Neustar has separately requested that Ericsson submit a corrected acknowledgement.)

and operational details of Neustar's operations that he gained as a high-level Neustar employee. Dr. Burger is the former Chief Technology Officer ("CTO") and Senior Vice President ("SVP") of Neustar. As CTO and SVP of Neustar, Dr. Burger had access to all architecture, design, and operational decisions made with respect to development and innovation for the Number Portability Administration Center (NPAC). Moreover, Dr. Burger was an executive reporting directly to the chairman and chief executive officer of Neustar, and he regularly had direct access to and interactions with senior company leadership and the board of directors on Neustar's most significant business, technical, strategic, and operational matters – affording him knowledge of Neustar's most sensitive business information. Furthermore, according to publicly available information, Dr. Burger himself states that, in his role as CTO and SVP at Neustar, he had high-level responsibilities, including:³

- setting Neustar's technology and service strategy;
- identifying M&A targets (transformative, strategic, and technological); and
- devising architectures to strengthen the company's market positioning.

Ericsson's request to provide Dr. Burger access to the Confidential and Highly Confidential information contained in Neustar's proposal is presumably for the purpose of allowing Dr. Burger to evaluate Neustar's proposal, compare it to Ericsson's, and offer potential arguments to Ericsson's counsel concerning the relative technical merits of the parties' proposals. But Dr. Burger cannot conduct such an exercise without drawing on the intimate knowledge of confidential information about the NPAC and Neustar's operations. In conducting such an exercise, Dr. Burger would inevitably need to evaluate and give advice concerning details around NPAC performance, investment with respect to PSTN-to-IP transition, the provision of value-added NPAC services, and other technical issues. Dr. Burger would

³ Dr. Burger's curriculum vitae is available publicly at <http://www.standardtrack.com/eburger.pdf>. (last accessed July 24, 2014).

inevitably draw on information about those subjects gained by virtue of his access to Neustar's sensitive trade secrets concerning NPAC operations and management. Furthermore, as a "C-level" employee of Neustar, Dr. Burger had access to sensitive information concerning Neustar's costs, strategy, and investment planning during the time immediately prior and subsequent to the RFP's announcement. Although Dr. Burger has not worked for Neustar for approximately four years, the information that he gained is still highly relevant to the present RFP process because many of the NPAC systems continue to rely on the same basic structures and processes that Dr. Burger came to understand by virtue of his position as CTO. There is no way for Dr. Burger's evaluation of Neustar's current proposal not to be influenced and informed by his knowledge of Neustar's trade secrets.

Dr. Burger agreed, when he left Neustar in 2010, that he would not divulge "any information not in the public domain or generally known in the industry, in any form." His apparent effort to broker his knowledge of Neustar's operations into a consulting opportunity to assist Neustar's competitor is exactly what he agreed he would not do when he left the company in 2010. Furthermore, courts frequently bar performance of services for a competitor that would lead a former employee to disclose trade secrets – the very situation presented here.⁴

For the foregoing reasons, Neustar respectfully requests that the Wireline Competition Bureau deny Dr. Burger's access to its Highly Confidential and Confidential information submitted pursuant to the *Revised Protective Order* in this proceeding. Given that several others of its Outside Counsels and Outside Consultants have executed Acknowledgments under the

⁴ See, e.g., *Bimbo Bakeries USA, Inc. v. Botticella*, 613 F.3d 102, 113-14 (3d Cir. 201); *Proudfoot Consulting Co. v. Gordon*, 576 F.3d 1223, 1234-35 & n.12; *PepsiCo, Inc. v. Redmond*, 54 F.3d 1262, 1268 (7th Cir. 1995); *Information Strategies, Inc. v. Dumosch*, 2014 WL 505360, at *5 (D.D.C. Feb. 10, 2014); see also D.C. Code §§ 36-401 to 36-410.

Revised Protective Order, denying Dr. Burger's access will not in any way prejudice Ericsson's participation in this proceeding.

Respectfully submitted,

/s/ Aaron M. Panner

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Counsel for Neustar, Inc.

CERTIFICATE OF SERVICE

I, Aaron M. Panner, hereby certify that on July 28, 2014, a copy of the foregoing Objection to Disclosure of Confidential and Highly Confidential Information was served by hand delivery and electronic mail to the following:

John T. Nakahata
Harris, Wiltshire & Grannis LLP
1200 18th Street NW
Suite 1200
Washington, DC 20036
Counsel for Telcordia Technologies, Inc.

Todd D. Daubert
Dentons US LLP
1301 K Street, NW
Suite 600, East Tower
Washington, DC 20005-3362
Counsel for the NAPM LLC

/s/ Aaron M. Panner

Aaron M. Panner

EXHIBIT 1

ATTACHMENT B

Acknowledgment of Confidentiality

I am seeking access to ☐ only Confidential Information or ☒ Confidential and Highly Confidential Information.

I hereby acknowledge that I have received and read a copy of the foregoing Revised Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Revised Protective Order and that I shall not disclose or use Stamped Confidential Documents, Stamped Highly Confidential Documents, Confidential Information or Highly Confidential Information except as allowed by the Revised Protective Order.

I acknowledge that a violation of the Revised Protective Order is a violation of an order of the Federal Communications Commission (Commission). I further acknowledge that the Commission retains its full authority to fashion appropriate sanctions for violations of this Revised Protective Order, including but not limited to suspension or disbarment of Counsel or Consultants from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential or Highly Confidential Information in this or any other Commission proceeding.

I acknowledge that nothing in the Revised Protective Order limits any other rights and remedies available to a Submitting Party at law or in equity against me if I use Confidential or Highly Confidential Information in a manner not authorized by this Revised Protective Order.

I certify that I am not involved in Competitive Decision-Making.

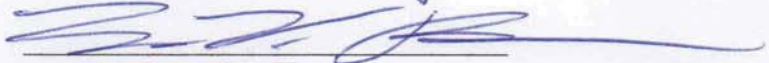
Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Revised Protective Order is due solely to my capacity as Counsel or Outside Consultant to a party or as a person described in paragraph 14 of the Revised Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Confidential Documents and Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Revised Protective Order and to ensure that there is no disclosure of Confidential Information or Highly Confidential Information in my possession or in the possession of those who work for me, except as provided in the Revised Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Confidential Information and Highly Confidential Information.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Revised Protective Order.

Executed this 23rd day of July, 20 14.



[Name] Eric W. Burger

[Position]

[Firm]

[Telephone] 603-305-7886